

FIRE PROTECTION

AGREEMENT MADE this 17 day of Sept., 1986, by and between Daggett County, a Utah Municipal Corporation, hereinafter referred to as "County,:" and Manila Town, a Utah Municipal Corporation, hereinafter referred to as "Town."

Recitals

WHEREAS County and Town are joint owners of a fire truck previously acquired through local government expenditures and grants; and

WHEREAS Town owns and maintains other fire fighting equipment; and

WHEREAS Town maintains and operates a fire department; and

WHEREAS Town and county have an obligation under Utah Law to provide fire protection; and

WHEREAS Town and County have previously been contracting for Town to provide fire protection in Daggett County; and

WHEREAS Section 11-7-1, Utah Code Annotated (1953) as amended, provides that governmental entities may contract for this provision of fire protection; and

WHEREAS the Board of County Commissioners of Daggett County and the Town Council of the Town of Manila find it in the best interest of both entities at this time to maintain one (1) fire department and contract for the provision of fire protection services.

WHEREFORE: In consideration of the mutual covenants and promises contained herein, it is mutually agreed as follows:

1. Town shall respond to all calls and provide fire protection and service to Daggett County for all fires originating in the area described as follows, to wit:

Sheep Creek shall be the boundary on the South; Flaming Gorge Reservoir shall be the boundary on the East; the Wyoming-Utah State Line shall be the boundary on the North; and the Daggett County-Summit County Line shall be the boundary on the West.

2. County shall pay to town the sum of \$3,000.00 (three thousand dollars) per year for the fire protection services.

3. The Town shall be fully responsible for providing the fire protection service.

4. The term of this contract is one (1) year, beginning July 1, 1986, and ending June 30, 1987.

5. The \$3,000.00 (three thousand dollars) payment for fire protection services shall be due and payable on or before February 1, 1987.

6. This contract may be renewed from year to year, subject to reasonable re-negotiation of the fee for services.

7. The payment set forth herein shall cover all costs occurred by Town in operating and maintaining the fire department and fighting fires in the above-designated area.

8. It is further agreed that County and the EMT and ambulance service are entitled to the use without additional charge of one (1) bay of the Fire Department Building for storage and maintenance of the ambulance and EMT equipment and supplies.

RESOLUTION NO. 86-3 FIRE PROTECTION

WHEREAS Daggett County has an obligation to provide fire protection within the County; and

WHEREAS Town of Manila maintains a Fire Department; and

WHEREAS the Board of County Commissioners of the County of Daggett has determined that it is in the best interests of the County of Daggett that an agreement be entered into with the Town of Manila for the provision of fire protection services.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Daggett County that the agreement attached hereto and incorporated herein to be executed on behalf of Daggett County.

DATED this 17 day of Sept., 1986

DAGGETT COUNTY

By /s/ Laray Sadlier
Chairman of the Board of
County Commissioners

Attest:

/s/ Gene Briggs
County Clerk

TOWN OF MANILA

By _____
Mayor

Attest:

DATED this 17 day of Sept., 1986.

DAGGETT COUNTY

By /s/ Laray Sadlier
Chairman of the Board of
County Commissioners

Attest:

/s/ Gene Briggs
County Clerk

TOWN OF MANILA

By _____
Mayor

Attest:
